

WILLKIE FARR & GALLAGHER

Theodore Case Whitehouse    Washington, DC  
New York  
London  
Paris

EX PARTE

17 April 1998

EX PARTE FILING FILED

Ms. Magalie Roman Salas  
Secretary  
Federal Communications Commission  
Room 222  
1919 M Street, NW  
Washington, DC 20554

RECEIVED

APR 17 1998

FEDERAL COMMUNICATIONS COMMISSION  
OFFICE OF THE SECRETARY

Re: Ex Parte Filing  
CC Docket No. 96-115 ✓

Dear Ms. Salas

Transmitted herewith, on behalf of the Association of  
Directory Publishers, are copies of tariff filings submitted  
to the Louisiana Public Service Commission by BellSouth  
Telecommunications, Inc., on 30 October 1995 and 23 May 1997

Please direct communications regarding this submission  
to undersigned counsel.

Respectfully submitted,



Attachment

cc: Mr. Patrick J. Donovan (CCB)

No. of Copies rec'd 012  
HABCODE

To Jeff -  
Send cc to  
account



BellSouth Telecommunications, Inc. 504 528-7900  
Suite 3000  
365 Canal Street  
New Orleans, Louisiana 70130 1102

D. R. Hamby  
Regulatory Vice President

May 23, 1997

Mr. Lawrence St. Blanc, Secretary  
Louisiana Public Service Commission  
Post Office Box 91154  
Baton Rouge, Louisiana 70821-9154

Dear Mr. St. Blanc:

We are attaching the following General Subscriber Services Tariff pages:

- A38. Listing Services
- Third Revised Page 4
  - Second Revised Page 5
  - Second Revised Page 6
  - Third Revised Page 7
  - Original Page 8

We are filing the attached pages pursuant to an agreement between the parties involved in Docket U-21760 and agreed to by Administrative Law Judge Valerie Seal Meiners during a Status Conference conducted on May 7, 1997. As a result of this conference, a procedural schedule was developed which includes the filing of this updated Directory Publishers Database Service (DPDS) tariff by May 23, 1997. Also, as agreed to in the Status Conference, we would like to request that this tariff be published in the May 30, 1997 issue of the Commission's Official Bulletin.

Specifically, we have made the following changes to our DPDS tariff:

1. Deleted the Monthly Refresh Update option
2. Introduced a Daily Update option
3. Introduced a Sort Extract option
4. Introduced a New Connect Report option

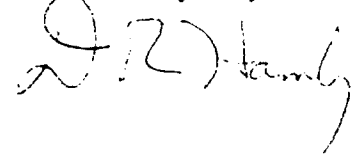
The above changes are being made because there has been no demonstrated demand for the existing Monthly Refresh Update product filed over a year ago. Additionally, the Florida Public Service Commission recently ruled on issues identical to those involved in Docket No. U-21760 in their Order No. PAC-97-0535-FOF-TL, dated May 9, 1997. Therefore, the attached DPDS tariff changes incorporate the revised update service changes ordered by the Florida Commission.

In addition, a definition of "directory" has been included in the tariff wording and explicit language to clarify that the terms "diskette" and "CD ROM" are both acceptable directory publishing media under the terms of the tariff. Because BellSouth will be providing customer mailing address information to DPDS customers in certain situations to provide the means for delivery of directories, we have removed language which prohibits the provisioning of data in connection with non-published or non-listed subscribers. We have also added language which explicitly states that DPDS may not be used for telemarketing purposes.

We are filing under separate, proprietary cover, cost information on each of the new service offerings.

Please acknowledge receipt of these pages by signing and returning the second copy of this letter.

Yours very truly,



ACCEPTED:

Louisiana Public Service Commission  
Baton Rouge, LA, June \_\_\_\_\_, 1997

By \_\_\_\_\_  
Secretary

cc: Victoria McHenry, General Counsel -Legal

## A38. LISTING SERVICES

### A38.1 Directory Assistance Database Service (DADS) (Cont'd)

#### A38.1.3 Rates and Charges (Cont'd)

##### C. Termination Fees<sup>1</sup>

1. On or after scheduled delivery of initial base file

(a) Per Termination

Nonrecurring Charge	USOC
\$-	NA

### A38.2 Directory Publishers Database Service (DPDS)

#### A38.2.1 Description of Service

- A. At the request of a customer, the Company will provide Directory Publishers Database Service (DPDS) to a customer solely for the compilation, production, publication correction, and distribution of directories in printed booklet, *CD ROM or diskette directories* as alphabetical and/or numerically sequenced classified telephone directories for general telephone number service and/or for the sale or solicitation of advertising from business customers to be contained in a published directory. *A directory is defined as a dated, tangible alphabetical and/or numerically sequenced list containing the listed names, addresses, primary business classification (where available) and telephone numbers of BellSouth's subscribers located within the central office NPA-NXX codes requested for publishing in printed, diskette or CD ROM format.* (C)
- B. Directory Publishers Database Service (DPDS) will optionally provide a Weekly Business Activity Report (WBAR) which may be used for the sale or solicitation of advertising to be contained in a published directory. The WBAR may also be used for update and/or delivery of directories; however, WBAR may not be suitable for these purposes. The customer assumes full responsibility for the use of the WBAR to update and deliver directories.
- C. BellSouth will commence development of a New Connect Report (NCR) upon receipt of a bona fide order(s) for such service; which may then be provided as a DPDS option to be implemented 30 days from the initial order date. While there would be no minimum subscription period for NCR, the ordering customer(s) would be required to pay BellSouth a minimum of the entire cost of service development, regardless of the subscription period. In the event the ordering customer(s) cancel service prior to the time the Company has recovered its costs via rates paid for the NCR option(s), these costs will be recovered via a termination fee to be paid by the customer(s). The termination fee would be equal to the difference in rates paid for the option by the customer(s) to BellSouth and the Company's total development costs incurred. (N)  
The NCR option developed would include provision of only the names, telephone numbers, listed address and billing addresses (if different from the listed address) of new BellSouth residential and/or business subscribers (ordering DPDS customers may specify residence, business or both). The listing data provided would include only the complete mailing addresses for non-listed and non-published numbers. Residence listings provided via NCR may be used solely for the purpose of delivering telephone directories. Business listings provided via the NCR may be used for soliciting yellow page advertising and for delivering directories. (N)
- D. BellSouth will commence development of a Sort Extract option which would provide a one time extract of listings sorted in any of the following sequences: NPA-NXX code, zip code (when available on records), residential customer, business customer and/or "A to Z" extractions of foreign exchanges, remote call forwarding and 800 numbers upon receipt of a bona fide order(s) for such service. In the event a bona fide order is received, the Sort Extract option may then be provided as a DPDS option to be implemented 30 days from the initial order date. While there would be no minimum subscription period for Sort Extract option, the ordering customer(s) would be required to pay BellSouth a minimum of the entire cost of service development, regardless of the subscription period. In the event the ordering customer(s) cancel service prior to the time the Company has recovered its costs via rates paid for the Sort Extract option, these costs will be recovered via a termination fee to be paid by the customer(s). The termination fee would be equal to the difference in rates paid for the option by the customer(s) to BellSouth and the Company's total development costs incurred. (N)

**Note 1:** The DADS termination fee applies when the customer requests termination of DADS service prior to the 12 month minimum subscription period. The termination fee will be determined by multiplying the number of months remaining in the 12 month subscription period by the monthly recurring rate, referenced in A38.1.3.A. preceding. (M)

EFFECTIVE: October 1, 1997

## A38. LISTING SERVICES

### A38.2 Directory Publishers Database Service (DPDS) (Cont'd)

#### A38.2.1 Description of Service (Cont'd)

- E. BellSouth will commence development of a Daily Update option which would provide daily service order activity affecting the designated database of listings maintained by the customer sequenced in any of the Sort Extract option formats described in paragraph D, preceding. In the event a bona fide order is received, the Daily Update option may then be provided as a DPDS option to be implemented 90 days from the initial order date. While there would be no minimum subscription period for Daily Update option, the ordering customer(s) would be required to pay BellSouth a minimum of the entire cost of service development, regardless of the subscription period. In the event the ordering customer(s) cancel service prior to the time the Company has recovered its costs via rates paid for the Daily Update option, these costs will be recovered via a termination fee to be paid by the customer(s). The termination fee would be equal to the difference in rates paid for the option by the customer(s) to BellSouth and the Company's total development costs incurred. (N)
- F. Directory Publishers Database Service (DPDS) is available and must be ordered by Central Office codes as specified in A38.2.3. (M) (T)
- G. DPDS will provide the following: (M) (T)
1. NPA-NXX Listing File  
An extract containing the listed names, addresses, primary business classification (where available) and telephone numbers of Company subscribers located within the NPA-NXX codes requested. (M)  
NPA-NXX Listing Files will be provided on either magnetic media (round 9-track 6250 BPI tape) or printed paper at the customer's request. (M)  
The Company will require sufficient time (approximately 2 weeks) after receiving an order to prepare the NPA-NXX Listing File. (M)
  2. Weekly Business Activity Report WBAR (M)  
Weekly reporting changes affecting the business listings of the Company's subscribers served by a requested Central Office will be provided optionally, at the customer's request, as specified in A38.2.3 following. These reports will include changes in main listed names, addresses and telephone numbers resulting from orders establishing, terminating or orders transferring main service (N,D,R,X,C and T orders). The business subscriber data will include: (M)
    - a. Listed Name (M)
    - b. Listed Address (M)
    - c. Listed Telephone Number (M)
    - d. Billing Name (if different from the listed name) (M)
    - e. Billing Address (if different from the listed address) (M)
    - f. Primary Business Classification (as selected by the business subscriber if such business classification was obtained by the Company)
- H. The customer must take reasonable steps to remove from its records and not publish in its directory any listings relating to subscriber service upon reasonable notice given by the Company and confirmed in writing that the listing has become non-published or non-listed in the records of the Company. (T)
- I. The Company will take reasonable steps to provide accurate and current information when listings are ordered under this Tariff. Customer understands and acknowledges, however, that the data will require editorial review and revision. When the customer suspects errors or omissions in the listing information received, the customer agrees to contact the Company and supply it with copies of the suspected errors or omissions. The customer may change the listing provided to reflect the corrected listing information in the directory it publishes. The Company has no obligation to update the information after it has been transmitted to customer, except as provided in any tariff update service. (T)
- J. Upon any request for Directory Publishers Database Service, the Company shall provide the customer with or will notify the customer of a reasonable procedure for obtaining such additions and discontinuances of central office codes. The Company is not required to provide notice of such additions and discontinuance of central office NPA-NXX codes to the customer as long as there is a reasonable method by which the customer can obtain that information. (T)
- K. Rates for the use of DPDS are as set forth in A38.2.3 following. (T)
- L. Any information shared between the Company and customer is confidential and proprietary to both companies. (T) (M)

## A38. LISTING SERVICES

### A38.2 Directory Publishers Database Service (DPDS) (Cont'd)

#### A38.2.2 Regulations

- A. The Company authorizes the use of DPDS pursuant to the terms of this Tariff. By virtue of such authorization, the Company does not transfer right, title or interest (including intellectual property rights), if any, which it may have in and to DPDS. This Tariff does not create or negate any rights, restrictions, or prohibitions which exist pursuant to federal copyright or state and federal trademark law. The rights and obligations of the parties under those laws shall be determined in the appropriate agency or forum. (M)

The customer may amend suspected listing errors and publish corrected listing information in accordance with the procedure described in A38.2.1.F., preceding. (M)

- B. At the request of a customer, the Company will provide Directory Publishers Database Service (DPDS) to a customer solely for the compilation, production, publication, correction and distribution of directories in printed booklet form as an alphabetical and/or numerically sequenced classified telephone directory for general telephone number service and/or for the sale or solicitation of advertising from business customers to be contained in a published directory. (M)

- C. When ordering an initial NPA-NXX File, the customer must, within 180 days either: (M)

- 1) Publish its directory, or (M)
- 2) Order a subsequent Central Office File, or (M)
- 3) If available, subscribe to an update service (M)

Customer must publish its directory within 15 months of receipt of the initial DPDS NPA-NXX Listing File. The directory shall be initially published within such time frames in order to assure reasonably current number services data to users of the directory and thus avoid unnecessary use of the Company network, facilities or operations. (M)

- D. Customer shall furnish without charge to the Company, within one month of directory publication, a copy of the white pages from its published directory. (M)

- E. Directory Publishers Database Service may not be used for any purpose which violates federal or state laws, statutes, regulatory orders or tariffs. (M)

- F. The customer may not use DPDS to publish and distribute in any form lists of new or changed telephone subscribers. *DPDS data may not be used for telemarketing purposes.* The customer shall not reproduce, rent, license or resell DPDS for any purpose other than as provided for in this Tariff. (C)

- G. Except for the permitted uses, the customer shall not disclose DPDS to others and shall use due care in providing for the security and confidentiality of DPDS. The Company may suspend, terminate or refuse service if it has reasonable grounds to believe that the customer has failed to comply with any material provision of this Tariff, including failure to pay amounts due. If there is a "bona fide dispute" over whether the customer has failed or will fail to comply, the Company will follow its internal procedures to investigate and resolve the dispute.

If the Company refuses to furnish service the Company shall give the customer notice by certified mail of the of the Company's grounds to believe that the customer will fail to comply and of the intent to refuse service. Prior to any suspension or termination of service, the Company shall give the customer notice by certified mail of the customer's failure to comply and of the intent to suspend or terminate service. following ten days from receipt of the notice, the Company can suspend or terminate service.

The customer shall have the right to bring the issue of the suspension of, termination of, or refusal to furnish service before the Louisiana Public Service Commission and the Louisiana Public Service Commission shall have final authority over the suspension, termination, or refusal to furnish service. If service is suspended or terminated, the customer agrees to return immediately all copies of DPDS in its possession and to make no further use of DPDS data.

- H. Unless otherwise agreed to in writing, neither the customer nor its employees, agents, or representatives shall state or represent or use any methods of advertisement, solicitation, order form, billing invoice, directory, stationary, promotional material or any artifice or device which indicates that its directory is sponsored or approved by the Company or its affiliates. In addition, customer shall clearly display its name in print sufficiently large that a reasonable observer could easily determine the identity of the customer on each of the above.

- I. The customer shall undertake reasonable steps in advertising and publishing the directory to distinguish the identity of its directory from directories published by or on behalf of the Company. (M)

## A38. LISTING SERVICES

### A38.2 Directory Publishers Database Service (DPDS) (Cont'd)

- J. The regulations set forth for deposits and payment of service in A2.4 of this Tariff shall apply for DPDS. (M) (T)
- K. The customer shall provide written specifications, signed by a duly authorized representative of the customer, for each DPDS order. All orders must be confirmed in writing by the customer. (M) (T)
- L. Limitation of Liability (M) (T)
- The customer accepts the listing information as received from the Company's subscriber on an "as is" basis, with all the faults, errors, and omissions, if any, that exist when the Company receives the information from the Company's subscriber, and the Company does not warrant the accuracy of the information as received from its subscriber and furnished to the customer. The company assumes no responsibility or liability for any errors or omissions in the information as received by the Company from its subscriber and furnished to the customer. (M) (T)
- The Company assumes no liability for errors and omissions of any kind contained in any paid advertisement included in publisher's directory. Customer agrees that all listing information derived from DPDS and contained in any such paid advertisement, including names, addresses and telephone numbers shall be obtained from or verified by the advertiser whose advertisement appears in publisher's directory. (M) (T)
- The Company's liability to the customer shall be limited to a pro rata refund or credit of amounts paid for listings affected thereby. The subscriber's recovery for any and all damages resulting from errors or omissions in the listing information furnished by the Company to the customer for use in directories shall be limited to the amount of actual impairment of the subscriber's service and in no event shall exceed one-half the amount of the charge to the subscriber for Local Exchange Service during the period covered by the directory, or \$500.00, whichever is less.
- The Company's liability for intentional or gross fault is not hereby limited.
- Any claim or demand by the customer based on alleged errors or omissions in the information furnished must be brought to the attention of the Company within sixty days of the time the information is furnished to the customer.
- M. Customer shall indemnify, hold harmless, and defend the Company from and against any cost, damage, expense (including but not limited to reasonable attorneys fees and expenses) or liability arising out of any demand, claim, suit, or judgment for damages however caused, which may arise out of the customer's use of the listings provided under this Tariff, including but not limited to claims arising out of errors or omissions in any paid advertisements and claims arising out of publication or non-publication of listing information that changes after the listing is provided to the customer. The customer shall not be responsible for any cost, damage, expense or liability arising out of any fault or negligence of the Company. (T)
- N. Failure of the customer to indemnify the Company under the provisions of A38.2.2.N will constitute grounds for suspension or termination of service. (T)

### A38.2.3 Rates and Charges

- A. The following rates for use of Directory Publishers Database Service (DPDS) apply:
1. Each Single NPA/NXX Listing File Requested

	Rate	USOC	
(a) Single edition of a printed directory, Per Listing	\$ .04	NA	
(b) Multiple editions of printed directories, Per Listing	.12	NA	
(c) CD ROM directory, Per Listing	.18	NA	(N) (D)

2. (DELETED)

3. Weekly Business Activity Report<sup>1</sup>

(a) Per Listing (for all listings in the NPA-NXX requested)	.006	NA
---	------	----

4. Cancellation Fees<sup>2</sup>

	Nonrecurring Charge	USOC
(a) Each NPA/NXX Listing File	\$-	NA
(b) Each Weekly Business Activity Report	-	NA

**Note 1:** The minimum service period is one month.

**Note 2:** The nonrecurring charge will be computed to allow the Company to recover all costs incurred by the Company for work performed prior to cancellation.

EFFECTIVE: October 1, 1997

## A38. LISTING SERVICES

### A38.2 Directory Publishers Database Service (DPDS) (Cont'd)

#### A38.2.3 Rates and Charges (Cont'd)

A. The following rates for use of Directory Publishers Database Service (DPDS) apply: (Cont'd)

5.	Daily Update				(N)
	(a) Each Updated Listing Provided	Rate \$ 1.50	USOC NA		(N)
6.	Sort Extract				(N)
	(a) Per Listing	.10	NA		(N)
7.	New Connect Report				(N)
	(a) Per Listing Provided	2.00	NA		(N)
8.	Termination Fee <sup>1</sup>				(N)
	(a) For Items 5, 6 and 7 Preceding	Nonrecurring Charge \$ -	USOC NA		(N)

Note 1: The nonrecurring charge will be computed to allow the Company to recover all developmental costs incurred by the Company.





BellSouth Telecommunications, Inc. 504 528-7900  
Suite 3000  
365 Canal Street  
New Orleans, Louisiana 70130-1102

D. R. Hamby  
Regulatory Vice President

October 30, 1995

RECEIVED

OCT 30 1995

LOUISIANA PUBLIC SERVICE  
COMMISSION

Mr. Lawrence St. Blanc  
Secretary  
Louisiana Public Service Commission  
Post Office Box 91154  
Baton Rouge, Louisiana 70821-9154

Dear Mr. St. Blanc:

We are attaching the following General Subscriber Services Tariff page:

A38. LISTING SERVICES  
- Second Revised Page 7

We are revising our Directory Publishers Database Service (DPDS) tariff to include the option of a Monthly Refresh File. Pursuant to the joint stipulation agreement made between BellSouth and the Independent Directory Publishers, we agreed to develop an update service and file the revised tariff within 90 days after the Independent Directory Publishers filed their motion to dismiss under Docket U-20564.

Our current tariff provides for the provision of the NPA/NXX Listing File one time only and does not offer a means for updated NPA/NXX Listing File information. With this new option, BellSouth will provide Monthly Refresh Files for each of the eleven (11) months following delivery of the initial file requested.

We are providing the associated cost study information which supports this new offering under separate proprietary cover.

Please acknowledge receipt of this page by signing and returning the second copy of this letter.

Yours very truly,

*DR Hamby*

ACCEPTED:

Louisiana Public Service Commission  
Baton Rouge, La.; ~~October~~ 10 1995

By

*[Signature]*  
Secretary

cc: Vicky McHenry, General Counsel/Legal

## A38. LISTING SERVICES

### A38.1 Directory Assistance Database Service (DADS) (Cont'd)

#### A38.1.3 Rates and Charges (Cont'd)

##### C. Termination Fees<sup>1</sup>

1. On or after scheduled delivery of initial base file

(a) Per Termination

Nonrecurring  
Charge

USOC

\$-

NA

(C)

(C)

### A38.2 Directory Publishers Database Service (DPDS)

#### A38.2.1 Description of Service

- A. At the request of a customer, the Company will provide Directory Publishers Database Service (DPDS) to a customer solely for the compilation, production, publication correction, and distribution of directories in printed booklet form as an alphabetical and/or numerically sequenced classified telephone directory for general telephone number service and/or for the sale or solicitation of advertising from business customers to be contained in a published directory.
- B. Directory Publishers Database Service (DPDS) will optionally provide a Weekly Business Activity Report (WBAR) which may be used for the sale or solicitation of advertising to be contained in a published directory. The WBAR may also be used for update and/or delivery of directories; however, WBAR may not be suitable for these purposes. The customer assumes full responsibility for the use of the WBAR to update and deliver directories.
- C. Directory Publishers Database Service (DPDS) is available and must be ordered by Central Office codes as specified in A38.2.3.
- D. DPDS will provide the following:
  1. NPA-NXX Listing File  
An extract containing the listed names, addresses, primary business classification (where available) and telephone numbers of Company subscribers located within the NPA-NXX codes requested.  
NPA-NXX Listing Files will be provided on either magnetic media (round 9-track 6250 BPI tape) or printed paper at the customer's request.  
The Company will require sufficient time (approximately 2 weeks) after receiving an order to prepare the NPA-NXX Listing File.
  2. Weekly Business Activity Report WBAR  
Weekly reporting changes affecting the business listings of the Company's subscribers served by a requested Central Office will be provided optionally, at the customer's request, as specified in A38.2.3 following. These reports will include changes in main listed names, addresses and telephone numbers resulting from orders establishing, terminating or orders transferring main service (N,D,R,X,C and T orders). The business subscriber data will include:
    - a. Listed Name
    - b. Listed Address
    - c. Listed Telephone Number
    - d. Billing Name (if different from the listed name)
    - e. Billing Address (if different from the listed address)

**Note 1:** The DADS termination fee applies when the customer requests termination of DADS service prior to the 12 month minimum subscription period. The termination fee will be determined by multiplying the number of months remaining in the 12 month subscription period by the monthly recurring rate, referenced in A38.1.3.A. preceding.

EFFECTIVE: April 11, 1995

## A38. LISTING SERVICES

### A38.2 Directory Publishers Database Service (DPDS) (Cont'd)

#### A38.2.1 Description of Service (Cont'd)

- D. DPDS will provide the following: (Cont'd)
  - 2. **Weekly Business Activity Report (WBAR)** (Cont'd) (C)
    - f. Primary Business Classification (as selected by the business subscriber if such business classification was obtained by the Company)
- E. Directory Publishers Database Service will not make available data in connection with non-published or non-listed subscriber service or subscriber address if so requested by the subscriber. The customer *must take reasonable steps* to remove from its records and not publish in its directory any listings relating to subscriber service *upon reasonable notice given by the Company and confirmed in writing that the listing* has become non-published or non-listed in the records of the Company. (C)
- F. *The Company will take reasonable steps to provide accurate and current information when listings are ordered under this Tariff. Customer understands and acknowledges, however, that the data will require editorial review and revision. When the customer suspects errors or omissions in the listing information received, the customer agrees to contact the Company and supply it with copies of the suspected errors or omissions. The customer may change the listing provided to reflect the corrected listing information in the directory it publishes. The Company has no obligation to update the information after it has been transmitted to customer, except as provided in any tariff update service.* (C)
- G. Upon any request for Directory Publishers Database Service, the Company *shall provide the customer with or will notify the customer of a reasonable procedure for obtaining such additions and discontinuances of central office codes. The Company is not required to provide notice of such additions and discontinuance of central office codes to the customer as long as there is a reasonable method by which the customer can obtain that information.* (C)
- H. *Rates for the use of DPDS are as set forth in A38.2.3 following.* (C)
- I. Any information shared between the Company and customer is confidential and proprietary to both companies. (N)

#### A38.2.2 Regulations

- A. *The Company authorizes the use of DPDS pursuant to the terms of this Tariff. By virtue of such authorization, the Company does not transfer right, title or interest (including intellectual property rights), if any, which it may have in and to DPDS. This Tariff does not create or negate any rights, restrictions, or prohibitions which exist pursuant to federal copyright or state and federal trademark law. The rights and obligations of the parties under those laws shall be determined in the appropriate agency or forum.* (N)

The customer may amend suspected listing errors and publish corrected listing information in accordance with the procedure described in A38.2.1.F., preceding. (N)
- B. *At the request of a customer, the Company will provide Directory Publishers Database Service (DPDS) to a customer solely for the compilation, production, publication, correction and distribution of directories in printed booklet form as an alphabetical and/or numerically sequenced classified telephone directory for general telephone number service and/or for the sale or solicitation of advertising from business customers to be contained in a published directory.* (C)
- C. When ordering an initial NPA-NXX File, the customer must, within 180 days either: (C)
  - 1) Publish its directory, or
  - 2) Order a subsequent Central Office File, or
  - 3) If available, subscribe to an update service

Customer must publish its directory within 15 months of receipt of the initial DPDS NPA-NXX Listing File. The directory shall be initially published within such time frames in order to assure reasonably current number services data to users of the directory and thus avoid unnecessary use of the Company network, facilities or operations. (C)
- D. Customer shall furnish without charge to the Company, within one month of directory publication, a copy of *the white pages from its published directory.* (C)
- E. Directory Publishers Database Service may not be used for any purpose which violates federal or state laws, statutes, regulatory orders or tariffs. (N)

EFFECTIVE: April 11, 1995

## A38. LISTING SERVICES

### A38.2 Directory Publishers Database Service (DPDS) (Cont'd)

#### A38.2.2 Regulations (Cont'd)

- F. The customer may not use DPDS to publish and distribute in any form lists of new or changed telephone subscribers. The customer shall not reproduce, rent, license or resell DPDS for any purpose other than as provided for in this Tariff. (M)

- G. Except for the permitted uses, the customer shall not disclose DPDS to others and shall use due care in providing for the security and confidentiality of DPDS. The Company may *suspend, terminate or refuse service if it has reasonable grounds to believe that the customer has failed to comply with any material provision of this Tariff, including failure to pay amounts due. If there is a "bona fide dispute" over whether the customer has failed or will fail to comply, the Company will follow its internal procedures to investigate and resolve the dispute.* (C)

If the Company refuses to furnish service the Company shall give the customer notice by certified mail of the of the Company's grounds to believe that the customer will fail to comply and of the intent to refuse service. Prior to any suspension or termination of service, the Company shall give the customer notice by certified mail of the customer's failure to comply and of the intent to suspend or terminate service. following ten days from receipt of the notice, the Company can suspend or terminate service. (N)

The customer shall have the right to bring the issue of the suspension of, termination of, or refusal to furnish service before the Louisiana Public Service Commission and the Louisiana Public Service Commission shall have final authority over the suspension, termination, or refusal to furnish service. If service is suspended or terminated, the customer agrees to return immediately all copies of DPDS in its possession and to make no further use of DPDS data. (N)

- H. *Unless otherwise agreed to in writing, neither the customer nor its employees, agents, or representatives shall state or represent or use any methods of advertisement, solicitation, order form, billing invoice, directory, stationary, promotional material or any artifice or device which indicates that its directory is sponsored or approved by the Company or its affiliates. In addition, customer shall clearly display its name in print sufficiently large that a reasonable observer could easily determine the identity of the customer on each of the above.* (C)

- I. The customer shall *undertake reasonable steps* in advertising and *publishing the directory to distinguish the identity* of its directory from directories published by or on behalf of the Company. (C)

- J. (DELETED) (D)

- K. The regulations set forth for deposits and payment of service in A2.4 of this Tariff shall apply for DPDS.

- L. The customer shall provide written specifications, signed by a duly authorized representative of the customer, for each DPDS order. All orders must be confirmed in writing by the customer.

- M. Limitation of Liability (N)

*The customer accepts the listing information as received from the Company's subscriber on an "as is" basis, with all the faults, errors, and omissions, if any, that exist when the Company receives the information from the Company's subscriber, and the Company does not warrant the accuracy of the information as received from its subscriber and furnished to the customer. The company assumes no responsibility or liability for any errors or omissions in the information as received by the Company from its subscriber and furnished to the customer.* (C)

The Company assumes no liability for errors and omissions of any kind contained in any paid advertisement included in publisher's directory. Customer agrees that all listing information derived from DPDS and contained in any such paid advertisement, including names, addresses and telephone numbers shall be obtained from or verified by the advertiser whose advertisement appears in publisher's directory. (C)

EFFECTIVE: November 29, 1995

## A38. LISTING SERVICES

### A38.2 Directory Publishers Database Service (DPDS) (Cont'd)

#### A38.2.2 Regulations (Cont'd)

##### M. Limitation of Liability (Cont'd)

The Company's liability to the customer shall be limited to a pro rata refund or credit of amounts paid for listings affected thereby. The subscriber's recovery for any and all damages resulting from errors or omissions in the listing information furnished by the Company to the customer for use in directories shall be limited to the amount of actual impairment of the subscriber's service and in no event shall exceed one-half the amount of the charge to the subscriber for Local Exchange Service during the period covered by the directory, or \$500.00, whichever is less.

The Company's liability for intentional or gross fault is not hereby limited.

Any claim or demand by the customer based on alleged errors or omissions in the information furnished must be brought to the attention of the Company within sixty days of the time the information is furnished to the customer.

##### N. Customer shall indemnify, hold harmless, and defend the Company from and against any cost, damage, expense (including but not limited to reasonable attorneys fees and expenses) or liability arising out of any demand, claim, suit, or judgment for damages however caused, which may arise out of the customer's use of the listings provided under this Tariff, including but not limited to claims arising out of errors or omissions in any paid advertisements and claims arising out of publication or non-publication of listing information that changes after the listing is provided to the customer. The customer shall not be responsible for any cost, damage, expense or liability arising out of any fault or negligence of the Company.

##### O. Failure of the customer to indemnify the Company under the provisions of A38.2.2.N will constitute grounds for suspension or termination of service.

#### A38.2.3 Rates and Charges

##### A. The following rates for use of Directory Publishers Database Service (DPDS) apply:

###### 1. Each Single NPA/NXX Listing File Requested

	Rate	USOC
(a) Single edition of a printed directory, Per Listing	\$ .04	NA
(b) Multiple editions of printed directories, Per Listing	.12	NA

###### 2. Each NPA/NXX Listing File Plus 11 Monthly Refresh Files Requested

(a) Single edition of a printed directory, Per Listing	.16	NA
(b) Multiple editions of printed directories, Per Listing	.48	NA

###### 3. Weekly Business Activity Report<sup>1</sup>

(a) Per Listing (for all listings in the NPA-NXX requested)	.006	NA
---	------	----

###### 4. Cancellation Fees<sup>2</sup>

	Nonrecurring Charge	USOC
(a) Each NPA/NXX Listing File	\$-	NA
(b) Each Weekly Business Activity Report	-	NA

**Note 1:** The minimum service period is one month.

**Note 2:** The nonrecurring charge will be computed to allow the Company to recover all costs incurred by the Company for work performed prior to cancellation.

## A38. LISTING SERVICES

### A38.2 Directory Publishers Database Service (DPDS) (Cont'd)

#### A38.2.2 Regulations (Cont'd)

##### M. Limitation of Liability (Cont'd)

The Company's liability to the customer shall be limited to a pro rata refund or credit of amounts paid for listings affected thereby. The subscriber's recovery for any and all damages resulting from errors or omissions in the listing information furnished by the Company to the customer for use in directories shall be limited to the amount of actual impairment of the subscriber's service and in no event shall exceed one-half the amount of the charge to the subscriber for Local Exchange Service during the period covered by the directory, or \$500.00, whichever is less.

The Company's liability for intentional or gross fault is not hereby limited.

Any claim or demand by the customer based on alleged errors or omissions in the information furnished must be brought to the attention of the Company within sixty days of the time the information is furnished to the customer.

##### N. Customer shall indemnify, hold harmless, and defend the Company from and against any cost, damage, expense (including but not limited to reasonable attorneys fees and expenses) or liability arising out of any demand, claim, suit, or judgment for damages however caused, which may arise out of the customer's use of the listings provided under this Tariff, including but not limited to claims arising out of errors or omissions in any paid advertisements and claims arising out of publication or non-publication of listing information that changes after the listing is provided to the customer. The customer shall not be responsible for any cost, damage, expense or liability arising out of any fault or negligence of the Company.

##### O. Failure of the customer to indemnify the Company under the provisions of A38.2.2.N will constitute grounds for suspension or termination of service.

#### A38.2.3 Rates and Charges

##### A. The following rates for use of Directory Publishers Database Service (DPDS) apply:

##### 1. Each Single NPA/NXX Listing File Requested

	Rate	USOC
(a) Single edition of a printed directory, Per Listing	\$ .04	NA
(b) Multiple editions of printed directories, Per Listing	.12	NA

##### 2. Each NPA/NXX Listing File Plus 11 Monthly Refresh Files Requested

(a) Single edition of a printed directory, Per Listing	.16	NA	(N
(b) Multiple editions of printed directories, Per Listing	.48	NA	(N

##### 3. Weekly Business Activity Report<sup>1</sup>

(a) Per Listing (for all listings in the NPA-NXX requested)	.006	NA	(T
---	------	----	----

##### 4. Cancellation Fees<sup>2</sup>

	Nonrecurring Charge	USOC
(a) Each NPA/NXX Listing File	\$-	NA
(b) Each Weekly Business Activity Report	-	NA

**Note 1:** The minimum service period is one month.

**Note 2:** The nonrecurring charge will be computed to allow the Company to recover all costs incurred by the Company for work performed prior to cancellation.